

Certificate of Notice Page 1 of 4
 United States Bankruptcy Court
 Eastern District of Pennsylvania

In re:
 Carl A Lorup
 Carole A Lorup
 Debtors

Case No. 15-15917-amc
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: John
 Form ID: pdf900

Page 1 of 1
 Total Noticed: 6

Date Rcvd: Sep 21, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 23, 2017.

db/jdb +Carl A Lorup, Carole A Lorup, 523 Glenfield Avenue, Glenolden, PA 19036-2402
 13936632 +Ditech Financial LLC, c/o MATTEO SAMUEL WEINER, KML Law Group, P.C.,
 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 smg E-mail/Text: bankruptcy@phila.gov Sep 22 2017 01:40:41 City of Philadelphia,

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,
 Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Sep 22 2017 01:40:12

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,
 Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Sep 22 2017 01:40:28 U.S. Attorney Office,
 c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

13605081 +E-mail/Text: bankruptcy.bnc@ditech.com Sep 22 2017 01:39:59 Ditech Financial LLC,
 PO BOX 6154, Rapid City, SD 57709-6154, Telephone 57709-6154

TOTAL: 4

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 23, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 21, 2017 at the address(es) listed below:

BRAD J. SADEK on behalf of Joint Debtor Carole A Lorup brad@sadeklaw.com
 BRAD J. SADEK on behalf of Debtor Carl A Lorup brad@sadeklaw.com
 MATTEO SAMUEL WEINER on behalf of Creditor Ditech Financial LLC bkgroup@kmlawgroup.com
 MATTHEW GREGORY BRUSHWOOD on behalf of Creditor Ditech Financial LLC et. al. paeb@fedphe.com
 THOMAS I. PULEO on behalf of Creditor Ditech Financial LLC tpuleo@kmlawgroup.com,
 bkgroup@kmlawgroup.com
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov
 WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Carl A. Lorup Carole A. Lorup	<u>Debtors</u>	CHAPTER 13
Ditech Financial LLC	<u>Movant</u>	NO. 15-15917 AMC
vs.		
Carl A. Lorup Carole A. Lorup	<u>Debtors</u>	11 U.S.C. Section 362
William C. Miller	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$30,354.95**, which breaks down as follows:

Post-Petition Payments:	December 1, 2015 to August 1, 2016 in the amount of \$1,341.77/month; September 1, 2016 to September 1, 2017 in the amount of \$1,421.72/month
Less Suspense Balance:	\$203.34
Total Post-Petition Arrears	\$30,354.95

2. The Debtors shall cure the aforesaid arrearage in the following manner:

a). Debtors shall amend their Chapter 13 Plan to provide for plan payments to cure the post-petition arrears of **\$30,354.95**, together with the pre-petition arrears set forth in Movant's proof of claim. Debtors shall take any steps needed to amend the Plan as stated, including filing a motion to modify the plan post-confirmation, which Debtors shall do within (7) days of the court order approving of and/or granting this Stipulation.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$30,354.95**, together with the pre-petition arrears currently set forth in Movant's proof of claim;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due on October 1, 2017 and continuing thereafter, Debtors shall maintain, and pay when due, the regular post-petition contractual monthly mortgage payments of \$1,421.72 (or as adjusted under the terms of the mortgage), which payments are due on or before the first (1st) day of each month (with late charges assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event that any of the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court, upon which the Court shall enter an Order granting relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3), which the parties hereby agree to waive with respect to said Order. The Order shall be in the form set forth in the proposed form of Order filed with Movant's most recent Motion for Relief, or in a form substantially similar. ("Movant" in this paragraph and hereinafter refers to Movant or any of its successors or assignees, should the claim be assigned or transferred.)

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage, loan documents and any related agreements, and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 14, 2017

By: /s/ Matteo S. Weiner, Esquire
Matteo S. Weiner, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734
Attorneys for Movant


Date: 9/15/17


Brad J. Sadek, Esquire
Attorney for Debtors

Date: 9-18-17


William C. Miller
Chapter 13 Trustee

Approved by the Court this 21st day of September, 2017. However, the court retains discretion regarding entry of any further order.


Hon. Ashely M. Chan
Bankruptcy Judge